

(d) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or to the City's actual knowledge affecting the City which would impair the City's ability to perform under this Agreement.

Section 7.02. Survival of Covenants. All warranties, representations and covenants of the City contained in this **Article VII** or elsewhere in this Agreement shall be true, accurate and complete at the time of the City's execution, of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

ARTICLE VIII

NOTICES

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

If to the City: City of Bowling Green, Missouri
16 West Church Street – City Hall
Bowling Green, Missouri 63334
Attn: City Administrator

With a copy to: Thomas A. Cunningham, Esq.
Stinson, Mag & Fizzell, P.C.
100 South Fourth Street, Suite 700
St. Louis, Missouri 63102

If to AmerenUE: AmerenUE
1901 Chouteau Avenue
St. Louis, Missouri 63103
Attn: Manager, Generation Engineering

With a copy to: AmerenUE
1901 Chouteau Avenue
St. Louis, Missouri 63103
Attn: General Counsel

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Mutual Assistance. The City and AmerenUE agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. In addition, if legislation is proposed by or in any governmental body having jurisdiction over the Project which would have the effect of limiting the ability of the City to issue the Bonds to finance the Project, the City agrees to use its best efforts to issue the Bonds prior to the effective date of any such legislation.

Section 9.02. Amendment. This Agreement may not be amended without the prior written consent of the parties hereto.

Section 9.03. Entire Agreement. This Agreement (including the Exhibits attached hereto, which are hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

Section 9.04. Limitation of Liability. No member, official or employee of the City shall be personally liable to AmerenUE, any Affiliates, any Financing Party or any Lender or any successor in interest to such parties in the event of any default or breach by the City or for any amount which may become due to AmerenUE from the City or any successor in interest or on any obligation under the terms of this Agreement.

Section 9.05. Waiver. Waiver by the City or AmerenUE with respect to any breach or default under this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other breach or default or with respect to any particular breach or default, except to the extent specifically waived by the City or AmerenUE in writing.

Section 9.06. Remedies Cumulative. The remedies of a party hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

Section 9.07. Opportunity to Cure Preserved. In the event of any default in or breach of any term or conditions of this Agreement by either party, or any successor, the aggrieved party, prior to instituting any action at law or in equity, shall give written notice to the breaching or defaulting party (or successor) specifying, in the opinion of the aggrieved party the nature of the breach, and the defaulting or breaching party (or successor) shall, upon receipt of such written notice from the other party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may then institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party.

Section 9.08. Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

Section 9.09. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Section 9.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 9.11. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri, without regard to its conflicts of law principles.

Section 9.13. Assignment. Except in connection with the transfer of this Agreement to an Affiliate, a Financing Party or a Lender or other permitted successors or assigns, which is expressly authorized by the City, AmerenUE may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City, which consent shall not be unreasonably withheld. Any successor in interest to AmerenUE under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement (and the representations, warranties and covenants related thereto) through the term of this Agreement, or such other period as may be expressly provided for herein. Upon such successor's certification, AmerenUE shall be released from the performance of such executory terms (and the representations, warranties and covenants related thereto other than the City's right to indemnification under Section 6.04, hereof).

Section 9.14. Binding Effect. This Agreement shall be binding upon AmerenUE, the City and their respective permitted successors and permitted assigns (as provided herein).

Section 9.15. Force Majeure. Neither the City nor AmerenUE nor any permitted successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. Any delay described under this section shall result in a day-for-day extension of any obligations, deadlines or dates set forth in this Agreement that are directly affected by such delay. The individual or entity relying on this

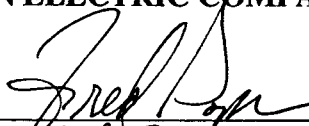
section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement.

Section 9.16. Approval. Wherever this Agreement provides for the approval or consent of the City, or any matter is to be to the City's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City in writing and in the reasonable discretion thereof. The City Administrator or other persons designated by the City shall act for the City in making all approvals, consents and determinations of satisfaction or otherwise administering this Agreement for the City.

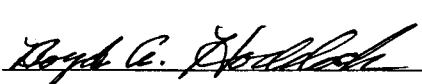
Section 9.17. Term of Agreement. This Agreement shall continue in force for so long as (a) any Bonds shall remain outstanding; or (b) any phase of the Project is titled in the name of the City. This Agreement shall terminate on the earlier of (x) retirement of all Bonds issued with respect to all phases of the Project; or (y) three years from the Effective Date, provided that no Bonds have been issued; or (z) the date of termination by AmerenUE pursuant to **Section 4.01**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

UNION ELECTRIC COMPANY

By: 
 Name: Fred Pope
 Title: General Mgr. - Gen Engr. & Tech Svc's

CITY OF BOWLING GREEN, MISSOURI

By: 
 Name: Boyd A. Haddock
 Title: Mayor

STATE OF MISSOURI

COUNTY OF ST. LOUIS

} SS

On this 15th day of November, 2001, before me appeared Fred Pope, to me personally known, who, being duly sworn, did say that he is General Manager of Union Electric Company d/b/a AmerenUE, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Fred Pope acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires 10-27-2004



Steven M. Scholten
Notary Public

STEVEN M. SCHOLTEN
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES OCT 27 2004

STATE OF MISSOURI)
)
COUNTY OF PIKE) ss.

I, the undersigned, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Boyd Haddock, personally known to me to be the Mayor of the **CITY OF BOWLING GREEN, MISSOURI** and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Aldermen of the City of Bowling Green, Missouri as his free and voluntary act and as the free and voluntary act of the City of Bowling Green, Missouri, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9th day of November, 2001.



Barbara M. Finley
Notary Public

My Commission Expires: Jan 28, 2004

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

The description of the Property includes the legally described real property on page A-2 hereof, with a perpetual easement to be retained by AmerenUE for property to be determined by AmerenUE prior to the issuance of the Bonds for the construction of electric transmission lines and a Substation Switchyard a portion of which will be owned by AmerenUE related to the Project, together with a perpetual easement to be retained by AmerenUE across all of the Property described on page A-2 hereof for purposes of operating, maintaining or improving the transmission lines and Substation Switchyard. The portion of the Substation Switchyard to be owned by AmerenUE consists of incoming 161kV lines and terminations, 161kV line positions H3, H4 and H8, 161kV bus-1 and bus-2, switchyard control house, and related structures, and future expansions off bus-1 or bus-2. The ownership division will be at 4-hole pads where position H3 GSU bus-side conductor connects to the GSU rigid bus. AmerenUE will own the GSU rigid bus support structure inside the perpetual easement retained for the Substation Switchyard. AmerenUE will own all transmission lines and related facilities.

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

Part of the North Half of the Northwest Quarter, all of the Southeast Quarter of the Northwest Quarter and all of the Southwest Quarter of the Northeast Quarter of Section 22, Township 53 North, Range 3 West, Pike County, Missouri, more particularly described as follows:

BEGINNING at a stone at the southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 22; thence $\text{NO}^{\circ}56'56''\text{E}$, along the Section Line, 100.00 feet; thence $\text{S}89^{\circ}34'40''\text{E}$, 2676.61 feet to the Quarter Section Line; thence $\text{SO}^{\circ}53'49''\text{W}$, along the Quarter Section Line, 100.00 to a stone marking the northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 22; thence $\text{S}89^{\circ}01'35''\text{E}$, along the Quarter Quarter Section Line, 1334.59 feet to the northeast corner of the Southwest Quarter of the Northeast of said Section 22; then $\text{SO}^{\circ}56'57''\text{W}$, along the Quarter Quarter Section Line, 1320.80 feet to the southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 22; thence $\text{N}89^{\circ}17'20''\text{W}$, along the Quarter Section Line, 1333.40 feet to the southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 22; then $\text{N}89^{\circ}42'32''\text{W}$, along the Quarter Section Line, 1332.99 feet to the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 22; thence $\text{NO}^{\circ}33'57''\text{E}$, along the Quarter Quarter Section Line, 1329.99 feet to the northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 22; thence $\text{N}89^{\circ}34'40''\text{W}$, along the Quarter Quarter Section Line, 1346.68 feet to the point of beginning.
Containing 87.28 Acres.

EXHIBIT B**PROJECT DESCRIPTION**

The Project to be owned by the City consists of electric power generation facilities described on page B-2 hereof, with the exception of a portion of a Substation Switchyard and all electric transmission line facilities to be owned by AmerenUE on a perpetual easement to be retained by AmerenUE. The portion of the Substation Switchyard to be owned by AmerenUE consists of incoming 161kV lines and terminations, 161kV line positions H3, H4 and H8, 161kV bus-1 and bus-2, switchyard control house, and related structures, and future expansions off bus-1 or bus-2. The ownership division will be at 4-hole pads where position H3 GSU bus-side conductor connects to the GSU rigid bus. AmerenUE will own the GSU rigid bus support structure inside the perpetual easement retained for the Substation Switchyard.

EXHIBIT B**PROJECT DESCRIPTION**

The Peno Creek Energy Center will consist of 4 each Pratt & Whitney FT-8 Twin Pack Gas Turbine Generating Units rated at a nominal 50 MW each capacity. The facility will be primarily fired by natural gas with fuel oil as a back-up fuel.

In addition to the FT-8 Generating Units, there will be a service building including a control room, water pumps and electrical equipment. Also on site will be a demineralized water storage tank, 2 Generating Step-Up (GSU) Transformers, 161 kV Substation, 3.5 Mile gas lateral including valving, fuel oil storage tank, fuel unloading station and pumps, Continuous Emissions Monitoring (CEMS) equipment and other miscellaneous equipment.